

TONY ARJO, SBN 151890
1440 Broadway, Suite 1019
Oakland, CA 94612
(510) 451-2334
FAX: (510) 451-2310

Attorney for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BRIAN BYRNE,

Plaintiff

vs.

CAROLYN W. COLVIN,
Commissioner of
Social Security,

Defendant

Case Number: 13-cv-4720 JCS

STIPULATION AND ~~PROPOSED~~ ORDER
AWARDING ATTORNEY FEES UNDER
THE EQUAL ACCESS TO JUSTICE ACT,
28 U.S.C. §2412(d)

IT IS HEREBY STIPULATED by and between the parties through their undersigned counsel, subject to approval of the Court, that Plaintiff be awarded attorney fees under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), in the amount of TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2700.00). This amount represents compensation for all legal services rendered on behalf of Plaintiff by counsel in connection with this civil action, in accordance with 28 U.S.C. §§1920, 2412(d).

After the Court issues an order for EAJA fees to Plaintiff, the government will consider the matter of Plaintiff's assignment of EAJA fees and costs to Plaintiff's attorney. The retainer agreement containing the assignment is attached. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010), the ability to honor the assignment will depend on whether the fees are subject to any offset allowed under the United States Department of the Treasury's Offset Program. After

the order for EAJA fees is entered, the government will determine whether they are subject to any offset.

Fees shall be made payable to Plaintiff, Brian Byrne, but if the Department of the Treasury determines that Brian Byrne does not owe a federal debt, then the government shall cause the payment of fees, expenses and costs to be made directly to Plaintiff's attorney, Tony Arjo, pursuant to the assignment executed by Brian Byrne.

This stipulation constitutes a compromise settlement of Plaintiff's request for EAJA attorney fees and expenses and costs, and does not constitute an admission of liability on part of Defendant under the EAJA or otherwise. Payment of the agreed amount shall constitute a complete release from, and bar to, any and all claims and/or Plaintiff's attorney may have relating to EAJA attorney fees in connection with this action.

This award is without prejudice to the rights of Tony Arjo to seek Social Security Act attorney fees under 42 U.S.C §406(b), subject to the savings clause provisions of the EAJA.

Respectfully submitted,

DATE: June 19, 2015

By: /s/ Tony Arjo
TONY ARJO
Attorney for Plaintiff

DATE: June 19, 2015

MELINDA L. HAAG
United States Attorney
By: /s/ Annabelle J. Yang*
(*by email authorization on 6/19/15)
ANNABELLE J. YANG
Special Assistant United States Attorney
Attorneys for Defendant

ORDER

APPROVED AND SO ORDERED.

DATED: June 23, 2015

JOSEPH C. SPERO
UNITED STATES DISTRICT JUDGE

